

# Exhibit A

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10 *[Additional signatures below]*

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Carrier iQ, Inc.*

*[Additional signatures below]*

14 UNITED STATES DISTRICT COURT  
15 NORTHERN DISTRICT OF CALIFORNIA  
16 SAN FRANCISCO DIVISION  
17

18 *In re Carrier IQ, Inc. Consumer Privacy*  
19 *Litigation*

20 [This Document Relates to All Cases]  
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Case No. C-12-md-2330-EMC

**STIPULATION OF SETTLEMENT AND  
RELEASE**

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Case No. C-12-md-2330-EMC

1. This Stipulation of Settlement and Release is entered into by Plaintiffs Patrick Kenny, Daniel Pipkin, Jennifer Patrick, Dao Phong, Ryan McKeen, Leron Levy, Luke Szulczewski, Michael Allan, Gary Cribbs, Shawn Grisham, Bobby Cline, Mark Laning, Clarissa Portales, Douglas White, Eric Thomas, Brian Sandstrom, and Colleen Fischer, individually and on behalf of the Class as defined below, and Defendants Carrier iQ, Inc. (“Carrier iQ”); HTC America, Inc. and HTC Corporation (“HTC defendants”); Huawei Device USA, Inc. (“Huawei Device USA”); LG Electronics MobileComm U.S.A., Inc. and LG Electronics, Inc. (“LG defendants”); Motorola Mobility LLC (“Motorola Mobility”); Pantech Wireless, Inc. (“Pantech Wireless”); and Samsung Electronics America, Inc.<sup>1</sup> and Samsung Electronics Co., Ltd. (“Samsung defendants”), subject to the approval of the Court.

## DEFINITIONS

2. As used in this Settlement Agreement, the following terms shall have the following meanings:

a. “Action” means the above-captioned lawsuit.

b. "Agreement" or "Settlement Agreement" or "Settlement" means this Stipulation of Settlement and Release.

c. “Asset Sale” means Carrier iQ’s sale of the Carrier iQ Software (defined below) and assignment of the intellectual property rights to the Carrier iQ Software to AT&T Mobility IP, LLC in 2015.

d. “Authorized User” means a person authorized by name on the Wireless Provider account for a Covered Mobile Device during the Class Period.

e. “CAFA Notice” means the notice to be sent by Defendants to appropriate

<sup>1</sup> Plaintiffs' Second Consolidated Amended Complaint erroneously named "Samsung Telecommunications America, Inc." as a defendant, when at the time the proper name for the entity was Samsung Telecommunications America, LLC. Effective January 1, 2015, Defendant Samsung Telecommunications America, LLC merged with and into Samsung Electronics America, Inc., with Samsung Electronics America, Inc. as the surviving entity. Consequently, Samsung Electronics America, Inc. stands in the place of Samsung Telecommunications America, LLC in this Settlement Agreement.

1 federal and state officials pursuant to the requirements of the Class Action Fairness Act of 2005,  
2 28 U.S.C. § 1715(b) (“CAFA”), within ten (10) days after the Motion for Preliminary Approval is  
3 filed with the Court.

4 f. “Carrier iQ Software” means the software at issue in this Action, or any of  
5 its constituents, including but not limited to the so-called IQ Agent and CIQ Interface.

6 g. “Claim” means a claim submitted to the Settlement Administrator pursuant  
7 to the Claims Program established by this Agreement.

8 h. “Claim Form” means the document made available pursuant to the  
9 provisions of the Notice Plan that a Class Member must submit, subject to the provisions of this  
10 stipulation, in order to obtain benefits under this Settlement Agreement. The Claim Form shall be  
11 substantially in the form set forth in Exhibit A to this Agreement.

12 i. “Claims Period” means that period of time that expires sixty (60) days  
13 from the Class Notice Date.

14 j. “Claims Program” means the procedure set forth in paragraphs 26-35 for  
15 submitting and processing Claims.

16 k. “Class Counsel” means Hagens Berman Sobol Shapiro LLP and Pearson  
17 Simon & Warshaw, LLP.

18 l. “Class Member” means any Person who is included within the definition of  
19 the Settlement Class and who does not validly and timely request exclusion from the Settlement  
20 Class, in accordance with the provisions of the Notice Plan.

21 m. “Class Notice” means the Notice of Class Action Settlement as approved  
22 by the Court in its Preliminary Approval Order. The Settlement Administrator, in consultation  
23 with Class Counsel, shall prepare two forms of Class Notice: the Short Form Notice of Proposed  
24 Class Action Settlement and the Long Form Notice of Proposed Class Action Settlement.

25 n. “Class Notice Date” means the date that the Class Notice is first  
26 disseminated, as certified by the Settlement Administrator.

27 o. “Class Period” means the period of time between December 1, 2007 and

1 the date of entry of the Court's order granting preliminary approval of the Settlement.

2 p. "Court" means the United States District Court for the Northern District of  
3 California.

4 q. "Covered Mobile Device" means a telephone or tablet manufactured or  
5 marketed by any Manufacturer Defendant that was equipped with Carrier iQ software at the time  
6 of sale to end users of the Covered Mobile Device.

7 r. "Defendants" means and includes Carrier iQ, Inc.; HTC America, Inc.;  
8 HTC Corporation; Huawei Device USA, Inc.; LG Electronics MobileComm U.S.A., Inc.; LG  
9 Electronics, Inc.; Motorola Mobility LLC; Pantech Wireless, Inc.; Samsung Electronics America,  
10 Inc.; and Samsung Electronics Co., Ltd.

11 s. "Effective Date" means either: (a) the date of the Order of Final Approval  
12 of this Agreement by the Court, if no objections are timely filed; (b) the expiration date of the  
13 time for filing notice of any appeal from the Order of Final Approval by the Court if any timely  
14 objections are filed but no appeal is filed; or (c) if an appeal is filed, the latest of (i) the date of  
15 final affirmance of that Order of Final Approval (ii) the expiration of the time for a petition for  
16 writ of certiorari to review the Order of Final Approval if affirmed and, if the certiorari is granted,  
17 the date of final affirmance of the Order of Final Approval following review pursuant to that  
18 grant; or (iii) the date of final dismissal of any appeal from the Order of Final Approval or the  
19 final dismissal of any proceeding on certiorari to review the Order of Final Approval that has the  
20 effect of confirming the Order of Final Approval.

21 t. "Eligible Claimant" means a Class Member who submits a Claim Form,  
22 and substantially all information and materials as described therein, within the time limits set  
23 forth in this Agreement.

24 u. "Final Approval Hearing" means the hearing to be requested by the parties  
25 and conducted by the Court, following appropriate notice to the Class and an opportunity for  
26 Class Members to exclude themselves from the Class, at which time Plaintiffs will request the  
27 Court to finally approve the fairness, reasonableness, and adequacy of the terms and conditions of

1 this Agreement and to enter an Order of Final Approval and Final Judgment. The Final Approval  
 2 Hearing shall be no earlier than sixty (60) days after the CAFA Notice date.

3 v. “Final Approval Motion” or “Motion for Final Approval” means Plaintiffs’  
 4 motion seeking final approval of this Agreement.

5 w. “Final Judgment” means the judgment dismissing with prejudice all claims  
 6 asserted against Defendants in the Action, which shall be entered following the Final Approval  
 7 Hearing.

8 x. “Gross Settlement Fund” means the total amount of funds that Defendants,  
 9 and/or, as applicable, their insurer(s), shall pay to resolve the Released Claims by the Named  
 10 Plaintiffs and the Class Members. The Gross Settlement Fund shall be the sum of Nine Million  
 11 U.S. Dollars (\$9,000,000.00), plus the interest that is earned after the money is transferred by the  
 12 Defendants to the Settlement Administrator. Defendants’ responsibility to pay any amounts in  
 13 settlement, including but not limited to payments to the Named Plaintiffs or former Named  
 14 Plaintiff Matthew Hiles; to Class Members; for attorneys’ fees, costs, and expenses; for any fees  
 15 or costs of the Settlement Administrator; or for any taxes shall not exceed their contributions to  
 16 the Gross Settlement Fund.

17 y. “Manufacturer Defendants” means HTC America, Inc.; HTC Corporation;  
 18 Huawei Device USA, Inc.; LG Electronics Mobile Comm U.S.A., Inc.; LG Electronics, Inc.;  
 19 Motorola Mobility LLC; Pantech Wireless, Inc.; Samsung Electronics America, Inc.; and  
 20 Samsung Electronics Co., Ltd.

21 z. “Net Settlement Fund” means the settlement funds that are available for  
 22 distribution to the Eligible Class Members, or, as applicable, to the *cy pres* recipients as  
 23 designated herein, and specifically constitutes the Gross Settlement Fund less: (a) the service  
 24 awards addressed in paragraph 36 below for the Named Plaintiffs and former Named Plaintiff  
 25 Matthew Hiles for their efforts in bringing and prosecuting this matter; (b) the payment of  
 26 attorneys’ fees, not to exceed twenty-five percent (25%) of the Gross Settlement Fund, together  
 27 with actual costs and expenses of suit to Class Counsel and Plaintiffs’ Executive Committee

1 Members for distribution to their firms and Plaintiffs' Executive Committee members, at the sole  
 2 discretion of Class Counsel, as set forth in paragraph 37 below; (c) the Settlement Administrator's  
 3 fees and costs of notice, and the administration of this Settlement, as addressed in paragraph 38  
 4 below; and (d) taxes, if any, as addressed in paragraph 39 below.

5 aa. "Notice of Proposed Class Action Settlement" means the Court-approved  
 6 written notice to Class Members.

7 bb. "Notice Program" means the notice program set forth and described in  
 8 Exhibit B to this Settlement Agreement, which program shall be effected following issuance of  
 9 the Preliminary Approval Order by the Court.

10 cc. "Objection Deadline" means the date sixty (60) days after the Class Notice  
 11 Date.

12 dd. "Opt-Out Deadline" means the date sixty (60) days after the Class Notice  
 13 Date.

14 ee. "Order of Final Approval" means the order issued by the Court in response  
 15 to the Final Approval Motion following the Final Approval Hearing, granting final approval of  
 16 this Agreement.

17 ff. "Parties" means the Named Plaintiffs and the Defendants.

18 gg. "Plaintiffs" or "Named Plaintiffs" means and includes Patrick Kenny,  
 19 Daniel Pipkin, Jennifer Patrick, Dao Phong, Ryan McKeen, Leron Levy, Luke Szulczewski,  
 20 Michael Allan, Gary Cribbs, Shawn Grisham, Bobby Cline, Mark Laning, Clarissa Portales,  
 21 Douglas White, Eric Thomas, Brian Sandstrom, and Colleen Fischer.

22 hh. "Preliminary Approval Date" means the date of the Preliminary Approval  
 23 Order.

24 ii. "Preliminary Approval Motion" or "Motion for Preliminary Approval"  
 25 means the Named Plaintiffs' motion seeking preliminary approval of this Agreement, which shall  
 26 include a copy of this Settlement Agreement.

27 jj. "Preliminary Approval Order" means the Court's Order preliminarily

1 approving this Agreement, setting a date for the Final Approval Hearing, and providing for notice  
2 of the Settlement Agreement to be sent to the Class Members.

3 kk. “Released Claims” refers to all claims released by Releasing Parties as  
4 described in paragraph 53 below.

5 ll. “Released Parties” means the Settlement Administrator, the Defendants  
6 and each and all of their past, present, and future parents, subsidiaries, affiliated companies and  
7 corporations, and each and all of their past, present, and future directors, officers, managers,  
8 employees, general partners, limited partners, principals, agents, insurers, reinsurers,  
9 shareholders, attorneys, advisors, representatives, predecessors, successors, divisions, joint  
10 ventures, assigns, or related entities, and each and all of their executors, successors, assigns, and  
11 legal representatives.

12 mm. “Releasing Parties” means Named Plaintiffs and all Class Members who do  
13 not validly and timely request to be excluded from the proposed Settlement, and each of their  
14 respective successors, assigns, legatees, heirs, and personal representatives.

15 nn. “Settlement Administrator” means Gilardi & Co, LLC, which, if approved  
16 by the Court, shall serve as the Settlement Administrator for the settlement of the Action and shall  
17 also be responsible for providing notice to the Settlement Class of this Settlement, and of the  
18 preliminary and final approval thereof, as set forth herein.

19 oo. “Settlement Class” means all persons in the United States who, during the  
20 Class Period, purchased, owned, or were an Authorized User of, any Covered Mobile Device.

21 pp. “Settlement Payment” means a one-time *pro rata* cash payment from the  
22 Net Settlement Fund proceeds that Eligible Claimants are entitled to receive if they do not opt out  
23 of the Settlement, and if such proceeds are available for distribution per the terms of paragraphs  
24 26-31 below.

25 qq. “Wireless Provider” means AT&T Mobility, Cricket, Sprint, or T-Mobile,  
26 as operator of, or in the case of Cricket, an entity providing services over, a wireless network in  
27 the United States.



**RECITALS**

3. This is an MDL matter (“Consolidated Action”), the constituent cases of which were transferred to the above-referenced Court for consolidated or coordinated pre-trial proceedings following the filing of some 72 lawsuits against various combinations of defendant Carrier iQ, network carriers and the Manufacturer Defendants, regarding the presence and operation of Carrier iQ Software on consumer devices. The Named Plaintiffs in this proceeding were plaintiffs in some of those 70-plus actions. The TCAC, which Plaintiffs will file on January 22, 2016, like the Second Consolidated Amended Complaint before it, asserts claims against the Defendants for violation of the Federal Wiretap Act, various state privacy and wiretap acts, various state consumer protection acts, the Magnuson-Moss Warranty Act, and the implied warranty of merchantability under various state laws.

4. On January 21, 2015, the Court issued its decision granting in part and denying in part the motion to dismiss filed by the Defendants. (Dkt. 339.)

5. Plaintiffs and Class Counsel, and all Defendants and their counsel, have participated in an extensive alternative dispute resolution (“ADR”) process that was overseen by the Hon. James Larson (U.S.M.J. Ret.) (the “ADR Process”). As part of this process, the Court allowed Plaintiffs to propound pre-ADR interrogatories and requests for production to all Defendants that Plaintiffs had served or that had waived service, and the referenced Defendants responded to these discovery requests by providing written answers, responses, and documents. Carrier iQ also provided additional voluntary discovery during the ADR Process concerning the operation of its software on devices manufactured to operate on each of the U.S. wireless networks with which Carrier iQ had commercial relationships: AT&T Mobility, Sprint, Cricket, and T-Mobile. Five in-person mediation sessions took place before Judge Larson on November 12, 2014; December 16, 2014; March 17, 2015; April 27, 2015; and September 28, 2015. All Parties attended all five of these sessions (except that Pantech Wireless attended the November 12, 2014 session by phone).

6. Prior to the ADR Process, the Action was extensively litigated, including by way

1 of: a motion to refer all of Plaintiffs' claims to arbitration pursuant to arbitration provisions in the  
2 Named Plaintiffs' (except for Jennifer Patrick's) contracts with wireless service providers; a  
3 motion to stay proceedings following the denial of the foregoing motion; and a motion to dismiss  
4 all of Plaintiffs' claims. Also, all Defendants (except Motorola), appealed to the U.S. Court of  
5 Appeals for the Ninth Circuit from the decision denying their motion to compel arbitration. That  
6 appeal remains pending, though the Defendants have agreed to dismiss that appeal as part of this  
7 Settlement.

8 7. In addition to answering and responding to Plaintiffs' pre-ADR interrogatories and  
9 requests for production (and producing documents in response to the latter), all Defendants that  
10 moved to compel arbitration answered and responded to written discovery the Court allowed  
11 Plaintiffs to conduct in the course of responding to Defendants' motion to compel arbitration.  
12 Defendant Carrier iQ additionally produced documents in response to that discovery. Also, as  
13 part of that process, Plaintiffs propounded discovery requests to Google Inc. and to their Wireless  
14 Providers. These entities responded by producing documents (Google and AT&T Mobility) and  
15 written answers and responses (Google, AT&T Mobility, Cricket, and Sprint). During this  
16 process, Plaintiffs filed and prevailed in part upon motions to compel as to the Defendants and  
17 Google.

18 8. During the pendency of this case, Class Counsel have conferred with consulting  
19 experts; conducted extensive factual and legal research; and have reviewed and analyzed  
20 discovery answers and responses, and documents, produced by the Defendants and by non-parties  
21 Google, AT&T Mobility, Cricket, and Sprint. Additionally, Class Counsel requested, and  
22 defendant Carrier iQ has provided, information regarding Carrier iQ's financial condition and its  
23 ability to satisfy a judgment in this case, as well as its ability to contribute funds to settle this  
24 matter. Class Counsel reviewed and analyzed the financial data provided by Carrier iQ as part of  
25 the process of reaching the Settlement memorialized hereby.

26 9. At all times, the Parties have negotiated vigorously with each other and at arm's  
27 length. The Parties have investigated the facts relating to the claims alleged in Plaintiffs' Third

1 Consolidated Amended Complaint (and the versions of the complaint that preceded it) and have  
2 made a thorough study of the legal principles applicable to the claims asserted against  
3 Defendants, as well as settlements of other analogous class action lawsuits. Based upon Class  
4 Counsel's investigation, legal evaluation, and taking into account the contested legal and factual  
5 issues involved, including the Parties' assessment of the uncertainties of litigation and the relative  
6 benefits conferred upon the Class Members pursuant to this Agreement, Class Counsel have  
7 concluded that this Settlement with Defendants on the terms set forth in this Agreement is fair,  
8 reasonable, adequate, and in the best interests of the Plaintiffs and the Class Members.

9 10. The Parties acknowledge that notice to the Class Members of the material terms of  
10 this Agreement, as well as Court approval of the Agreement, are required to effectuate the  
11 Agreement, and that the Agreement will not become operative until the Court grants final  
12 approval of it and the Agreement becomes effective.

13 11. The Defendants have asserted, or would assert, numerous defenses to the claims  
14 alleged in Plaintiffs' Third Consolidated Amended Complaint, and they expressly deny each of  
15 the claims and allegations asserted against them and any and all liability arising out of the  
16 conduct alleged in this Action. Defendants assert that these claims are subject to arbitration under  
17 Plaintiffs' service contracts with AT&T Mobility, Sprint, Cricket, and also would be subject to  
18 arbitration under T-Mobile's service contracts. Defendants assert that the Carrier iQ software  
19 installed on the Named Plaintiffs' and Class Members' Mobile Devices during the Class Period  
20 did not violate any law, and they deny that either the Named Plaintiffs or Class Members suffered  
21 any cognizable injury as a result of their conduct. By entering into this Agreement, Defendants  
22 do not admit any wrongdoing, and this Agreement, therefore, shall not constitute an admission of  
23 liability by any of the Defendants. Rather, Defendants are settling this matter solely to avoid the  
24 cost and burden of continued litigation.

25 12. NOW THEREFORE, IT IS HEREBY AGREED, BY AND BETWEEN the  
26 undersigned Parties, that this Action shall be settled, subject to the approval of the Court,  
27 pursuant to the following terms and conditions:

**CERTIFICATION OF SETTLEMENT CLASS**

13. The Parties to this Agreement agree that this Action shall be certified and proceed as a class action solely for purposes of settlement under Fed. R. Civ. P. 23(e), in accordance with the requirements of Fed. R. Civ. P. 23(b)(3) as to all Defendants and, as to Carrier iQ only, also under Fed. R. Civ. P. 23(b)(2). The Settlement Class shall consist of all Settlement Class members, with the Named Plaintiffs as the Settlement Class representatives and Class Counsel as counsel for the Settlement Class.

14. This Agreement and certification of the settlement class is for settlement purposes only, and neither the fact of, nor any provision contained in, this Agreement or its Exhibits, nor any action taken hereunder, shall constitute, be construed as, or be admissible in evidence as, any admission of the validity of any claim or any fact alleged by Plaintiffs in this Action or in any other pending or subsequently filed action or proceeding of any wrongdoing, fault, violation of law, or liability of any kind on the part of any of the Defendants, or admission by any of the Defendants of any claim or allegation made in this Action or in any other action or proceeding. This Agreement shall, however, be admissible in any other action or proceeding to enforce the terms of the Agreement.

15. Any certification of a conditional, preliminary, or final Settlement Class pursuant to the terms of this Agreement shall not constitute, and shall not be construed as, an admission on the part of any of the Defendants that this Action, or any other proposed or certified class action, is appropriate for class treatment pursuant to Fed. R. Civ. P. 23 or any similar state or federal class action rule or statute outside the settlement context. This Agreement is without prejudice to the rights of the Defendants to: (1) oppose final certification in this Action should this Settlement not be approved or implemented for any reason; (2) oppose certification in any other proposed or certified class action; or (3) use the certification of this Settlement Class to oppose certification of any other proposed class action arising out of the issues and claims that are asserted herein.

16. In the event this Stipulation is terminated pursuant to its own terms, or a Final Approval of the Settlement for any reason does not occur, the Settlement Class defined herein

1 shall cease to exist and the Action shall proceed as if no Settlement Class or Agreement had ever  
 2 existed, and Defendants shall not have waived any and all rights they might have to oppose class  
 3 certification, and to defend themselves against the allegations of Plaintiffs' Third Consolidated  
 4 Amended Complaint.

5 **SUBMISSION FOR PRELIMINARY APPROVAL**

6 17. Following execution of this Agreement, the Plaintiffs, at a time to be mutually  
 7 agreed-upon by the Parties, or as ordered by the Court, Class Counsel shall submit this  
 8 Agreement to the Court by way of a Motion for Preliminary Approval.

9 **RELIEF TO THE CLASS**

10 **INJUNCTIVE RELIEF TO THE CLASS BY CARRIER iQ**

11 18. Carrier iQ represents and warrants that prior to the Asset Sale, Carrier iQ made the  
 12 modifications to the Carrier iQ Software set forth in paragraphs 19-20 and 22 below, and that it  
 13 performed as set forth in paragraph 21 below.

14 19. iQ Agent notification messages. Carrier iQ developed the technical capability to  
 15 offer all wireless carrier customers in the United States the capability to limit iQ Agent  
 16 notification messages – messages that are sent to provide instructions to the Carrier iQ software  
 17 embedded on handsets – to a specific destination port on cellular devices. When this capability is  
 18 enabled, the iQ Agent would receive notification messages only from the destination port  
 19 designated by the wireless carrier. This port would be separate from the port used when a  
 20 consumer sends text messages via SMS.

21 20. Metrics relating to Uniform Resource Locators (“URLs”). No Carrier iQ  
 22 customers at the time of the Asset Sale were using the Carrier iQ software to collect metrics  
 23 relating to URLs visited by users of handsets on which Carrier iQ software is installed. Prior to  
 24 the Asset Sale, Carrier iQ had the capability to offer the following privacy safeguards to any  
 25 Carrier iQ wireless carrier customer in the United States requesting URL metrics:

26 a. Profiles written for the collection of URLs would truncate the collected URL to  
 27 exclude query strings embedded in URLs;

1           b. Carrier iQ would enable collection of HTTP URLs for its US carrier  
2 customers only when one or both of the following two conditions are met:

3                   i. The device from which data is being collected is in a data  
4 session on that carrier's data network; or

5                   ii. The carrier demonstrates to Carrier iQ that consumers  
6 would receive a secondary form of notice that URL data may be collected when the device is not  
7 in a data session on the carrier's network.

8           21. Guidance to OEMs. Carrier iQ created guidance in its handset manufacturer  
9 Integration Training and Porting Guides concerning the integration of Carrier iQ software onto  
10 cellular devices on disabling logging functions that may be used during the debugging process  
11 before shipping devices for production.

#### 12                   **ERROR REMEDIATION BY CARRIER iQ**

13           22. Carrier iQ has fully remediated a software bug that created the potential for  
14 collection of non-human readable, encoded SMS content in level 3 radio data during certain error  
15 conditions and will create testing protocols to prevent similar bugs in future deployments.

#### 16                   **MONETARY RELIEF FROM ALL DEFENDANTS**

17           23. Establishment of Gross Settlement Fund. Within thirty (30) days after entry of the  
18 Preliminary Approval Order, Defendants shall deposit \$1.1 million of the Gross Settlement Fund  
19 into a trust account to be held by the Settlement Administrator for the benefit of the Settlement  
20 Class as set forth herein. Within ninety (90) days after the Settlement Agreement is fully  
21 executed by all parties and Plaintiffs have provided payment instructions to Defendants,  
22 Defendants or their Insurers shall deposit the balance of the Gross Settlement Fund, *i.e.*, \$7.9  
23 million, into the trust account. The trust account shall be an interest bearing Qualified Settlement  
24 Fund pursuant to Internal Revenue Code Section 1.468B-1 with a federally chartered national  
25 bank. Contemporaneous with the signing of this Agreement, Plaintiffs will provide to Defendants  
26 in writing all instructions necessary to effect payment.

27           24. Within thirty (30) days after the Preliminary Approval Date, Defendants shall

1 execute an election statement provided by the Settlement Administrator which shall be affixed to  
 2 the initial tax return of the Qualified Settlement Fund in order to establish the start date of the  
 3 Qualified Settlement Fund. The Gross Settlement Fund shall thereafter be administered and  
 4 distributed as set forth in this Agreement.

5 25. All interest accrued in the Settlement Administrator's trust account with respect to  
 6 the Gross Settlement Fund shall accrue to the benefit of the Class. The monetary relief to the  
 7 Class; any service awards to the Named Plaintiffs and former Named Plaintiff Matthew Hiles as  
 8 set forth herein; attorneys' fees, costs, and expenses as set forth herein; all fees and expenses of  
 9 the Settlement Administrator; any taxes; and any *cy pres* distribution shall be paid from the Gross  
 10 Settlement Fund. No portion of the Gross Settlement Fund shall revert to any of the Defendants  
 11 at any time, unless, and only if, the Settlement is terminated per the terms of this Agreement or  
 12 otherwise does not become effective in that the Effective Date does not occur.

#### 13 **DISTRIBUTION OF PROCEEDS OF NET SETTLEMENT FUND**

14 26. Monetary Relief to Eligible Class Members. The monetary relief set forth in this  
 15 Agreement shall be made available to eligible and qualifying Class Members after the Effective  
 16 Date of this Agreement. All Class Members will be eligible to submit a Claim Form to the  
 17 Settlement Administrator for processing, but any relief will be available to eligible and qualifying  
 18 Class Members only as set forth herein. The Claim Form will be substantially in the form  
 19 attached hereto as Exhibit A. Claims via an electronic version of the Claim Form may be made  
 20 online. For other methods of claim submittal, Claim Forms will be available for download from  
 21 the settlement website to be established by the Settlement Administrator as part of the Notice  
 22 Program. Additionally, the Settlement Administrator shall establish a toll-free telephone number,  
 23 email address, and U.S. mail address whereby Class Members may request Claim Forms. Upon  
 24 request by a Class Member via the toll-free telephone number, email, or U.S. mail, the Settlement  
 25 Administrator shall send that Class Member a Claim Form. Whenever a Claim Form is sent to a  
 26 Class Member via email or U.S. Mail, a Short Form Notice of Proposed Class Action Settlement  
 27 ("Short Form Notice") shall accompany the Claim Form, and that Short Form Notice shall advise



1 of the Internet address for the settlement website, where this Settlement Agreement and the Long  
2 Form Notice of Proposed Class Action Settlement (“Long Form Notice”) shall be posted. Class  
3 Members who do not complete the electronic version of the claim form online may complete the  
4 non-electronic version of the Claim Form and send it back via email, U.S. mail, or a fax number  
5 to be established by the Settlement Administrator for this purpose. The email, U.S. mail, and fax  
6 numbers for returning the Claim Form shall be printed on the claim form and also shall be  
7 available on the settlement website.

8       27. Order of Payments. Subject to the approval of Class Counsel, the Settlement  
9 Administrator shall be paid from the Gross Settlement Fund on a periodic basis for the costs of  
10 notice and for settlement administration. Also, within ten (10) business days following the  
11 Effective Date, and subject to the Court’s Order of Final Approval, the Settlement Administrator  
12 shall make payments from the Gross Settlement Fund for: (a) the service awards as set forth  
13 herein and approved by the Court for the Named Plaintiffs and former Named Plaintiff Matthew  
14 Hiles for their efforts in bringing and prosecuting this matter; (b) attorneys’ fees, costs, and  
15 expenses as set forth herein and approved by the Court (and to be distributed by Class Counsel in  
16 their sole discretion); (c) the costs of administration of this Settlement by the Settlement  
17 Administrator, including notice-related costs, not already paid to the Settlement Administrator;  
18 and (d) any taxes. Once the payments designated above have been made from the Gross  
19 Settlement Fund, the balance remaining shall constitute the Net Settlement Fund from which  
20 Settlement Payments to Eligible Class Members shall be calculated.

21       28. Payments to Class Members. Distribution of the Net Settlement Fund to the Class  
22 Members shall be on a claims-made basis. As soon as reasonably practicable following  
23 establishment of the Net Settlement Fund, and in accordance with the terms of this Settlement  
24 Agreement, the Settlement Administrator shall distribute the proceeds of the Net Settlement Fund  
25 to Eligible Claimants on a *pro rata* basis; *provided, however*, that if the pro-rated amount to be  
26 distributed to each Eligible Claimant would be economically unfeasible to distribute due to the  
27 high volume of eligible claims and the cost to process and mail the corresponding volume of



checks to Eligible Claimants, then instead, subject to approval by the Court after notice by Class Counsel, the entire Net Settlement Fund shall be distributed in three equal portions to the following three *cy pres* recipients: the Electronic Frontier Foundation, the Center for Democracy and Technology, and CyLab Usable Privacy and Security Laboratory at Carnegie Mellon University. The determination that it would be economically unfeasible to distribute settlement funds to Eligible Claimants shall be made by Class Counsel and Defendants' counsel in consultation with the Settlement Administrator, if the Settlement Administrator determines and advises them at the conclusion of the Claims Period that the pro-rated amount to be distributed to each Eligible Claimant would be less than approximately Four U.S. Dollars (\$4.00) due to the high volume of eligible claims and the cost to process and mail the corresponding volume of checks to Eligible Claimants. In the event of any such *cy pres* distribution, Eligible Claimants shall not receive any proceeds from the Net Settlement Fund.

29. Distribution of Settlement Payments. Any Settlement Payments to Eligible Class Members shall be distributed in the form of a postcard check sent via first class mail, with the following phrase appearing prominently thereon: **"Settlement Payment Pursuant to Class Action Settlement Approved by the Court."** For purposes of this mailing, the Settlement Administrator shall use the addresses specified on the Eligible Claimant's Claim Form.

30. Re-Mailing of Returned Settlement Payments. Any Settlement Payment postcard checks that are returned as non-deliverable with a forwarding address shall be re-mailed by the Settlement Administrator to such forwarding address within five (5) business days. To the extent that any such postcard checks are returned as non-deliverable without a forwarding address, the Settlement Administrator shall conduct reasonable searches to locate valid address information for the intended recipients of the Settlement Payments, and shall, within five (5) business days, re-mail the postcard checks, as applicable, to any Eligible Class Members for whom new address information is identified.

31. Time Period To Accept Payment. Eligible Class Members shall have one hundred and twenty (120) days from the date of their Settlement Payments to cash their checks. Eligible

1 Class Members may request new checks to be issued by the Settlement Administrator during this  
 2 time period if they lose or misplace their original check; however, the time period for cashing the  
 3 check will be the same as the original time period set forth above.

4 32. Unclaimed Monies. Any unclaimed monies in the Net Settlement Fund remaining  
 5 after the foregoing efforts to distribute the funds therein to Class Members shall be paid on a *cy*  
 6 *pres* basis, divided in three equal portions, among the Electronic Frontier Foundation, the Center  
 7 for Democracy and Technology, and CyLab Usable Privacy and Security Laboratory at Carnegie  
 8 Mellon University. No unclaimed monies will revert to any of the Defendants.

9 33. Final Accounting. No later than thirty (30) days after all Settlement Payments are  
 10 issued to Eligible Class Members or the Net Settlement Fund is distributed to the *cy pres*  
 11 recipients as set forth in paragraphs 26-32 above, the Settlement Administrator shall provide a  
 12 final accounting to Class Counsel and Defendants' counsel. The Settlement Administrator shall  
 13 also provide declarations to Class Counsel and Defendants' counsel to be filed with the Court,  
 14 concerning the status of the administration process, at the request of Class Counsel or Defendants  
 15 at any time.

16 34. No Offset for Other Settlements. There shall be no offset to any Settlement  
 17 Payments received by any Eligible Class Members under this Agreement for any other Settlement  
 18 Payment, or any payment whatsoever, that they receive from any of the other Defendants in this  
 19 action.

20 35. No Claims Arising From Distributions. No person shall have any claim against  
 21 any of the Defendants, the Named Plaintiffs, the Settlement Class, Class Counsel, or the  
 22 Settlement Administrator based on distributions or payments made in accordance with this  
 23 Settlement Agreement.

#### 24 **OTHER PAYMENTS**

25 36. Service Award to Named Plaintiffs. Subject to the Court's approval, the Named  
 26 Plaintiffs and former Named Plaintiff Matthew Hiles shall each receive a service award not to  
 27 exceed \$5,000 for their time and efforts in bringing and prosecuting this matter. The payment of

1 Service Awards is to be considered separately by the Court from its consideration of the fairness  
 2 and adequacy of this Settlement Agreement, and any order with respect to this payment shall not  
 3 affect or delay the approval of this Settlement Agreement. Within ten (10) business days after the  
 4 Effective Date, the Settlement Administrator shall deduct from the Settlement Fund and pay to  
 5 the Named Plaintiffs the amount approved by the Court.

6 37. Attorneys' Fees, Costs, and Expenses. At least fourteen (14) days before the Opt-  
 7 Out Deadline and Objection Deadline (which shall be the same date), Class Counsel shall file a  
 8 Motion for Attorneys' Fees, Costs, and Expenses to be paid from the Gross Settlement Fund in  
 9 accordance with Fed. R. Civ. P. 23(h). Class Counsel's Motion for Attorneys' Fees, Costs, and  
 10 Expenses is to be considered separately by the Court from its consideration of the fairness and  
 11 adequacy of this Settlement Agreement, and any order with respect to this separate motion shall  
 12 not affect or delay the approval of this Settlement Agreement. Attorneys' fees shall not exceed  
 13 twenty-five percent (25 %) of the Gross Settlement Fund, while costs and expenses shall be the  
 14 actual costs and expenses incurred by Class Counsel and Plaintiffs' Executive Committee  
 15 Members. Defendants shall not object to Class Counsels' request for attorneys' fees, costs, and  
 16 expenses, so long as it is consistent with this paragraph. These amounts will compensate counsel,  
 17 at Class Counsel's sole discretion, for work already performed in this case and all of the work  
 18 remaining to be performed in this case, including but not limited to documenting the Settlement,  
 19 securing Court approval of the Settlement, making sure that the Settlement is fairly administered  
 20 and implemented, and obtaining dismissal of the Action. Within three (3) business days after the  
 21 Effective Date, the Settlement Administrator shall deduct from the Gross Settlement Fund and  
 22 pay to Class Counsel, for distribution at Class Counsels' sole discretion, the amounts approved by  
 23 the Court for attorneys' fees, costs, and expenses. The money paid from the Gross Settlement  
 24 Fund shall be the only fees for which Defendants are responsible for services provided on behalf  
 25 of the class.

26 38. Costs of Notice Provision and Settlement Administration. All fees and expenses  
 27 of the Settlement Administrator shall be paid from the Gross Settlement Fund. Ten (10) business

1 days prior to the Final Fairness Hearing, the Settlement Administrator shall provide the Parties  
 2 with declarations detailing its fees and expenses related to the notice program and the settlement  
 3 administration process, which shall be filed with the Court. The Parties agree to cooperate in the  
 4 settlement administration process and to make all reasonable efforts to control and minimize the  
 5 expenses incurred in the administration of the Settlement.

6 39. Taxes. Any federal or state taxes assessed on the Gross Settlement Fund or Net  
 7 Settlement Fund, but not on Class Member awards, shall be paid from the Gross Settlement Fund.

### 8 **NOTICE OF SETTLEMENT**

9 40. Notice of this settlement shall be provided to Class Members as set forth in the  
 10 Notice Plan, which is set forth and described in Exhibit B to this Agreement. The Parties will  
 11 request that the Court determine that the proposed procedures for notice set forth in Exhibit B  
 12 constitute the best practicable notice to Class Members.

13 41. The Settlement Administrator shall be responsible for effecting the Notice Plan set  
 14 forth in Exhibit B. As soon as reasonably practicable after the Court issues the Preliminary  
 15 Approval Order, and following payment by Defendants of the initial \$1.1 million of the Gross  
 16 Settlement Fund as referenced in paragraph 23, the Settlement Administrator shall publish per the  
 17 terms of the Notice Plan set forth in Exhibit B the Court-approved Class Notice to all Class  
 18 Members, which shall provide instructions and information to Class Members concerning the  
 19 Settlement and their right to claim a share of the Net Settlement Fund on the terms, including the  
 20 possibility of *pro rata* reduction and the caveat regarding economic feasibility, set forth herein at  
 21 paragraphs 26-28, as well as their objection rights and opt-out rights. Information to be provided  
 22 as part of Class Notice shall include a list of devices manufactured by the Manufacturer  
 23 Defendants and sold in the United States during the Class Period which the Parties believe to  
 24 have borne Carrier iQ Software installed by means of the pre-load or embedded method, *i.e.*, the  
 25 preload agent or embedded agent.

26 42. Effective on the Class Notice Date, the Settlement Administrator shall also arrange  
 27 for a telephone call center facility with a toll number to be active until such time as all

1 distributions of Settlement Payments, if any, are completed to Eligible Class Members, in order to  
2 respond to questions from Class Members.

3 43. Effective on the Class Notice Date, the Settlement Administrator shall also make  
4 active a website describing the terms of the Settlement and from which Class Members can  
5 download relevant forms such as the Class Notice in long form and short form; the Settlement  
6 Agreement; the Claim Form; the Court's Preliminary Approval Order; and Class Counsel's  
7 Motion for Final Approval and Motion for Attorneys' Fees and Expenses, when it becomes  
8 available. The website shall include the toll-free number applicable to this Settlement as set forth  
9 in paragraph 26 above, and shall remain active until such time as distributions of Settlement  
10 Payments, if any, are completed to Eligible Class Members.

11 44. No later than ten (10) days prior to the Final Approval Hearing, the Settlement  
12 Administrator shall provide Class Counsel and Defendants' counsel with a declaration setting  
13 forth: (a) the details of execution and performance of the Notice Plan; (b) the total number of  
14 Class Members who were sent the Class Notice (with a breakdown as to the Short Form Notice  
15 and Long Form Notice); and (c) the total number of Class Members who sent timely requests for  
16 exclusion or objections to the Settlement, along with the complete copies of all requests for  
17 exclusion and objections received, including the postmark dates for each request for exclusion or  
18 objection. Class Counsel shall file such declaration with the Court.

### 19 **OPT-OUTS AND OBJECTIONS**

20 45. Requests for Exclusion: Both forms of the Class Notice shall provide that Class  
21 Members who wish to exclude themselves from the Settlement must submit a written statement  
22 requesting exclusion from the Settlement ("opt-out"), postmarked no later than the Opt-Out  
23 Deadline. Such written request for exclusion must contain the name, address, telephone number,  
24 and email address of the Class Member requesting exclusion, and be personally signed by the  
25 Class Member who seeks to opt out. No opt-out request may be made on behalf of a group of  
26 Class Members. The opt-out request must be sent by mail to the Settlement Administrator and  
27 must be timely postmarked as set forth above. The postmark date of the mailing envelope shall

1 be the exclusive means used to determine whether an opt-out has been timely submitted. Any  
 2 Class Member who requests exclusion from (opts out of) the Settlement will not be entitled to any  
 3 Settlement Award and will not be bound by the Settlement Agreement or have any right to object,  
 4 appeal or comment thereon.

5 46. Objections: The Class Notice shall provide that any Class Members who wish to  
 6 object to the Settlement Agreement must send to the Court a written statement of objection filed  
 7 or postmarked no later than the Objection Deadline. The Notice of Objection must state the basis  
 8 for the objection and include any supporting papers. Such objection must contain the name,  
 9 address, telephone number, and email address of the Class Member making the objection, and be  
 10 personally signed by the Class Member. Any objection and supporting papers must be timely  
 11 filed with the Court, either by mailing them to the Clerk of the United States District Court for the  
 12 Northern District of California, or by filing them in person at any location of the United States  
 13 District Court for the Northern District of California, except that any objection made by a  
 14 Settlement Class Member represented by counsel must be filed through the Court's Case  
 15 Management/Electronic Case Filing (CM/ECF) system under the cause number for the Action as  
 16 set forth above. Class Members who fail to make objections in the manner specified above shall  
 17 be deemed to have waived any objections and shall be foreclosed from making any objection  
 18 (whether by appeal or otherwise) to the Settlement Agreement.

#### 19 **ORDER OF FINAL APPROVAL AND FINAL JUDGMENT**

20 47. Final Approval Motion. At least fourteen (14) days before the Final Approval  
 21 Hearing, Plaintiffs shall file a motion requesting that the Court grant final approval of the  
 22 Settlement Agreement, with Class Counsel filing a memorandum of points and authorities in  
 23 support of the motion, and addressing any timely submitted objections to the Settlement.

24 48. Matters To Be Considered at Final Approval Hearing. At the Final Approval  
 25 Hearing, the Court will consider and determine whether the provisions of this Agreement should  
 26 be approved; whether the Settlement should be finally approved as fair, reasonable, and adequate;  
 27 whether any objections to the Settlement should be overruled; whether the service awards

referenced in paragraph 36 should be approved; whether Class Counsel's motion for attorneys' fees, costs and expenses should be approved; and whether an Order of Final Approval and Final Judgment should be entered.

49. This Agreement is subject to and conditioned upon the issuance by the Court of an Order of Final Approval which grants final approval of this Agreement; approves the Settlement Class pursuant to Fed. R. Civ. P. 23 and its relevant subparts; and:

a. Finds that the Class Notice satisfies the requirements of due process and Fed. R. Civ. P. 23(e)(1);

b. Finds that the Agreement is fair, reasonable and adequate to the Class, that each Class Member (except those who submit a timely and valid request for exclusion from the Class) shall be bound by this Agreement;

c. Dismisses on the merits and with prejudice all claims asserted in the Action against Defendants; and

d. Retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this Settlement.

#### **TERMINATION OF AGREEMENT**

50. The Named Plaintiffs, on behalf of the Class Members, by Class Counsel, and any of the Defendants, by that Defendant's counsel, shall each have the right to unilaterally terminate this Agreement by providing written notice of their election to do so to all other Parties hereto within ten (10) business days of: (a) the Court's refusal to grant Preliminary Approval of this Agreement; (b) the Court's refusal to grant final approval of this Agreement; or (c) the date upon which the Final Judgment is modified or reversed in any material respect by the Ninth Circuit Court of Appeals or the U.S. Supreme Court. The above notwithstanding, the Parties agree that should the Court modify the Agreement in any respect, or condition preliminary or final approval of the Agreement on modification in any respect, then the Parties will, within the above-indicated period, meet and confer in a good-faith attempt to reach agreement and preserve the Agreement.

51. Any Defendant may, with the agreement of at least two other Defendants,



1 terminate this agreement if, ten (10) days after the Opt-Out Deadline, that Defendant and at least  
 2 those other two Defendants determine that the number of Settlement Class members who have  
 3 timely and validly submitted requests for exclusion exceeds a number agreed to by the Parties in  
 4 the Confidential Supplemental Agreement (the "Opt-Out Threshold"). Requests for exclusion  
 5 from persons or entities who would not otherwise meet the Settlement Class definition do not  
 6 count toward the Opt-Out Threshold. The Parties shall seek to keep the Opt-Out Threshold  
 7 confidential. In the event that the Court directs that the Confidential Supplemental Agreement be  
 8 filed under seal prior to the deadline for submitting Requests for Exclusion, no party shall have  
 9 any right to any relief by reason of such disclosure. In the event of a termination of this  
 10 Settlement pursuant to the Confidential Supplemental Agreement, this Stipulation shall become  
 11 null and void. If a Defendant elects to terminate this Agreement pursuant to this paragraph, it will  
 12 give notice of its election in writing to Class Counsel and counsel of record for each Defendant.

13 52. If this Settlement Agreement is terminated pursuant to paragraph 50 or 51 it will  
 14 be deemed null and void *ab initio*. In that event: (i) the Preliminary Approval Order and all of its  
 15 provisions will be vacated; (ii) the Action will revert to the status that existed before the  
 16 Settlement Agreement's execution date; and (iii) no term or draft of this Settlement Agreement,  
 17 or any part or aspect of the Parties' settlement discussions, negotiations, or documentation  
 18 (including any declarations and briefs filed in support of the motion for preliminary or final  
 19 approval) will have any effect or be admissible into evidence, for any purpose, in this Action or  
 20 any other proceeding.

## 21 **RELEASES**

22 53. Upon the Effective Date, and in consideration of the benefits and other  
 23 consideration set forth above, the Releasing Parties shall be deemed to have fully, finally, and  
 24 forever released, relinquished and discharged against each of the Released Parties and all persons  
 25 acting through, under, or in concert with each such Released Party, all claims in the Action.  
 26 Specifically, the Releasing Parties shall be deemed to have released any and all past, present or  
 27 future claims, causes of actions, suits, petitions, demands in law or equity, or any allegations of



liability or damages, debts, contracts, agreements, obligations, promises, attorneys' fees, costs, interest, or expenses that have been, may be, or could be asserted in the Action, any complaint filed in any of the Pre-Consolidated Actions, any subsequent amended complaint filed in this or any related case, or in any other action, court, arbitration, tribunal or administrative body, regardless of whether those claims are based on federal, state or local law, statute, ordinance, regulations, contract, common law, or any other source, that are based upon, arise out of, or are related to or connected with, directly or indirectly, in whole or in part, the facts, activities, or circumstances alleged in the Third Consolidated Amended Complaint, any claims asserted against Defendants relating to this Action, or any other purported occurrence relating to or arising from the presence or operation of Carrier iQ Software on any Covered Mobile Device (the "Released Claims") during the Class Period.

54. Waiver of Known and Unknown Claims. The general releases in this Agreement extend to claims the Releasing Parties do not know or suspect to exist in their favor, which, if known by them, would have materially affected their decisions to enter into this Agreement. The Parties, including the Releasing Parties, understand and acknowledge that they are familiar with California Civil Code section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Upon the Effective Date, the Releasing Parties shall be deemed to have, and by operation of this Agreement shall have, expressly waived and relinquished any rights they may have under California Civil Code section 1542 or any other statute or common law principle with a similar effect as to all releases set forth in this Agreement. In connection with such waiver and relinquishment, the Releasing Parties acknowledge that they are aware that, after executing this Agreement, they or their legal counsel or agents may discover Released Claims or facts in addition to, or different from, those which they now know or believe to exist with respect to the subject matter of this Agreement or the Parties hereto, but that it is Plaintiffs' intention hereby to

1 fully, finally, and forever settle and release all of the Released Claims, whether known or  
 2 unknown, suspected or unsuspected, which now exist, may exist, or heretofore may have existed  
 3 against the Released Parties.

4 55. Upon entry of the Order of Final Approval and Final Judgment, the Consolidated  
 5 Action shall be dismissed in its entirety with prejudice as to all Defendants.

6 56. Covenant Not to Sue. Upon execution of this Agreement by all Parties, each Class  
 7 member automatically and without further action or notice covenants not to commence, maintain  
 8 or assert against Defendants, either directly or indirectly, derivatively, on their own behalf, or on  
 9 behalf of the Class or any other alleged class or any other person or entity, any of the Released  
 10 Claims. Pursuant to the terms of this Agreement, and upon order of the Court, each Class  
 11 member is enjoined from bringing or otherwise pursuing any Released Claims against Defendants  
 12 or Defendant Parties in any forum.

13 57. The Parties are hereby deemed to agree and acknowledge that the provisions of  
 14 Paragraphs 53-56 together constitute an essential term of this Agreement and will be included in  
 15 the Order of Final Approval entered by the Court.

#### 16 MISCELLANEOUS

17 58. Acknowledgment. Each of the Parties acknowledges and represents that such  
 18 Party: (a) has fully and carefully read this Agreement prior to execution; (b) has been fully  
 19 apprised by counsel of the legal effect and meaning of the terms of this Agreement; (c) has had  
 20 the opportunity to undertake whatever investigation or inquiry is necessary or appropriate in  
 21 connection with this Agreement; (d) has been afforded the opportunity to negotiate any and all  
 22 terms of this Agreement; and (e) is executing this Agreement voluntarily and free from any undue  
 23 influence, coercion, or duress of any kind.

24 59. Agreement To Cooperate. The Parties and their respective counsel will cooperate  
 25 with each other in good faith and use their best efforts to effect the implementation of the  
 26 Agreement. In the event that the Parties are unable to reach agreement on the form or content of  
 27 any document needed to implement the Agreement, or on any supplemental provisions that may

1 become necessary to effectuate the terms of this Agreement, the Parties may seek the assistance  
2 of the Court to resolve such disagreement after meeting and conferring with each other in good  
3 faith to attempt to resolve the dispute.

4 60. Authority. Each person executing this Settlement Agreement on behalf of any of  
5 the Parties represents that such person has the authority to execute this Agreement.

6 61. Binding Upon Successors and Assigns. This Agreement shall be binding upon,  
7 and inure to the benefit of, the successors or assigns of the Released Parties and the Parties, as  
8 previously defined.

9 62. Construction. The Parties believe that the terms of this Agreement are a fair,  
10 adequate, and reasonable settlement of this Action, and have arrived at this Settlement Agreement  
11 in arms-length negotiations and with the assistance of a retired United States Magistrate Judge,  
12 taking into account all relevant factors, present and potential. This Agreement has been drafted  
13 jointly by counsel for the Parties. Hence, in any construction or interpretation of this Agreement,  
14 the same shall not be construed against any of the Parties.

15 63. Counterparts. This Agreement may be executed in one or more counterparts. All  
16 executed copies of this Agreement and photocopies thereof (including facsimile and/or emailed  
17 copies of the signature pages), shall have the same force and effect and shall be as legally binding  
18 and enforceable as the original.

19 64. Defense Fees and Costs. All of each Defendant's own attorneys' fees and legal  
20 costs and expenses incurred in the Action (and in the original proceedings initiated by the Named  
21 Plaintiffs) shall be borne by each Defendant from each Defendant's separate funds and not from  
22 the Gross Settlement Fund.

23 65. Entire Agreement. This Agreement constitutes the entire, fully integrated  
24 agreement among the Parties relating to the Settlement. All prior or contemporaneous  
25 agreements, understandings and statements, whether oral or written, and whether by a party or its  
26 counsel, are merged herein. No oral or written representations, warranties or inducements of any  
27 kind have been made to any Party concerning this Agreement, other than as set forth herein

(including in paragraphs 18, 67.a, and 67.b).

66. Limitation of Agreement. This Agreement may not be relied upon for any purpose by, and does not create any rights in, any person(s) or entity other than Named Plaintiffs, the Settlement Class, and the Defendants.

67. Representations and Warranties. a. Huawei Device USA, Inc.; LG Electronics MobileComm U.S.A., Inc.; LG Electronics, Inc.; Motorola Mobility LLC; Pantech Wireless, Inc.; Samsung Electronics America, Inc.; and Samsung Electronics Co., Ltd make the following representation and warranty with respect to this Settlement, and they acknowledge that the Named Plaintiffs, on their own behalf and on behalf of the Settlement, have relied on this representation and warranty in entering into this Agreement:

As to the Mobile Devices identified in the Manufacturer Defendants' responses to Plaintiffs' First Set of Pre-ADR Interrogatories, the Manufacturer Defendants (other than the HTC defendants) have uncovered no evidence: (1) that any such devices shipped to consumers with activated "debug code" in the Carrier IQ interface; or (2) that any consumer SMS text messages or Internet search terms or queries were transmitted from the device logs of such devices either to the OEMs or to any unauthorized third party as a result of activated "debug code" in the Carrier IQ interface on those Mobile Devices;

and

b. Carrier iQ represents and warrants that prior to the Asset Sale, Carrier iQ made the modifications to the Carrier iQ Software set forth in paragraphs 19-20 and 22 herein.

68. Governing Law. This Agreement shall be governed by the laws of the State of California.

69. Headings and Captions. The headings and captions in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, or any term of this Agreement. Each term of this Agreement is contractual and is not merely a recital.

70. No Oral Modifications. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest. No rights hereunder may be waived except in writing. No oral amendment or modification shall be

1 permitted or effective.

2       71.     Publicity. The Parties, Class Counsel, and counsel for any Defendant shall not  
3 make any public statements about the Parties' settlement except: (a) as reasonably necessary to  
4 fulfill the obligation to provide Class Notice; (b) to refer to the fact that the case settled; (c) to  
5 discuss the terms of the settlement in papers filed or discussions with the Court in this Action; (d)  
6 to advocate for preliminary and final approval of the settlement in this Action; and (e) Class  
7 Counsel may include their appointment as co-lead class counsel in their resumes, websites, or  
8 filings with other courts to establish that they worked on the Action and that it was settled.  
9 (Specifically excluded from the public statements encompassed by this provision are  
10 communications between Class Counsel and any Settlement Class member and communications  
11 with objectors, or persons who have or are threatening to opt out of the Settlement Class, wherein  
12 Class Counsel discusses the benefits of participating in the settlement.) Further, Class Counsel  
13 may post on their websites an announcement of the fact that the Parties have settled and may  
14 include a link to the settlement website established by the Settlement Administrator. In response  
15 to any unsolicited inquiries from the media, the Parties and their counsel may refer to the fact that  
16 the case settled and may refer the media to the settlement website to be established by the  
17 Settlement Administrator and/or to an agreed-upon joint press release regarding the settlement to  
18 be disseminated to the media as part of the notice program set forth in Exhibit B to this  
19 Agreement.

20       72.     Non-Disparagement. The Parties and their counsel agree not to make any public  
21 statements, written or verbal, or cause or encourage others to make any statements, written or  
22 verbal, that defame, disparage, or in any way criticize the personal or business reputation,  
23 practices, or conduct of each other, their employees, directors, and officers relating to the claims  
24 alleged and defenses raised in the Action.

25       73.     No Waiver. The failure of any party to enforce at any time any provision of this  
26 Agreement shall not be construed to be a waiver of such provision, or any other provision, nor in  
27 any way to affect the validity of this Agreement or any part hereof, or the right of any party

thereafter to enforce that provision or each and every provision. No waiver of any breach of this Agreement shall constitute or be deemed a waiver of any other breach.

74. Notices. Unless otherwise agreed in writing, all notices to the Parties or counsel required by the Agreement shall be made in writing and communicated by first class mail and email to the following:

If to the Named Plaintiffs or Class Counsel:

Steve W. Berman  
HAGENS BERMAN SOBOL SHAPIRO LLP  
1918 Eighth Avenue  
Suite 3300  
Seattle, WA 98101  
Telephone: (206) 623-7292  
Facsimile: (206) 623-0594  
Email: steve@hbsslaw.com

Daniel L. Warshaw  
PEARSON SIMON & WARSHAW, LLP  
15165 Ventura Boulevard  
Suite 400  
Sherman Oaks, CA 91403  
Telephone: (818) 788-8300  
Facsimile: (818) 788-8104  
Email: dwarshaw@pswlaw.com

If to the Carrier iQ, Inc. or its counsel:

Tyler G. Newby  
FENWICK & WEST LLP  
555 California Street, 12th Floor  
San Francisco, CA 94104  
Telephone: (415) 875.2300  
Facsimile: (415) 281.1350  
tnewby@fenwick.com

If to the HTC defendants or their counsel:

Rosemarie T. Ring  
MUNGER, TOLLES & OLSON, LLP  
560 Mission Street  
Twenty-Seventh Floor  
San Francisco, CA 94105-2907  
Telephone: (415) 512-4000  
Facsimile: (415) 512-4077

Rose.Ring@mto.com

If to Huawei Device USA or its counsel:

Simon J. Frankel  
COVINGTON & BURLING LLP  
1 Front St., 35th Floor  
San Francisco, CA 94111  
Telephone: (415) 591-6000  
Facsimile: (415) 591-6091  
sfrankel@cov.com

If to the LG defendants or their counsel:

Jeff E. Scott  
GREENBERG TRAURIG, LLP  
1840 Century Park East, Suite 1900  
Los Angeles, CA 90067-2121  
Telephone: 310-586-7700  
Facsimile: 310-586-7800  
ScottJ@gtlaw.com

Ian C. Ballon  
GREENBERG TRAURIG, LLP  
1900 University Ave., 5<sup>th</sup> Floor  
East Palo Alto, CA 94303  
Telephone: (650) 328-8500  
Facsimile: (650) 328-8508  
Ballon@gtlaw.com

If to Motorola Mobility or its counsel:

Krista M. Enns  
WINSTON & STRAWN LLP  
101 California Street  
San Francisco, CA 94111-5894  
Telephone: (415) 591-1000  
Facsimile: (415) 591-1400  
kenns@winston.com

If to Pantech Wireless or its counsel:

Wilson W. Lin  
H.C. PARK & ASSOCIATES, PLC  
1894 Preston White Drive  
Reston, VA 20191  
Telephone: (703) 544-9230  
Facsimile: (703) 288-5139  
WLin@park-law.com

1 If to the Samsung defendants or their counsel:

2 Lance A. Etcheverry  
 3 SKADDEN ARPS SLATE MEAGHER & FLOM LLP  
 300 South Grand Avenue, Suite 3400  
 4 Los Angeles, California 90071  
 Telephone: (213) 687-5000  
 5 Facsimile: (213) 687-5600  
 lance.etcheverry@skadden.com  
 6

7 Any party may change the address to which requests, demands, claims, or other  
 8 communications hereunder are to be delivered by giving the other Parties notice in the manner  
 9 herein set forth.

10 75. Time Periods. The time periods and/or dates described in this Agreement with  
 11 respect to the giving of Notice and the hearings are subject to approval and change by the Court  
 12 with the approval of the Parties, or by agreement of the Parties.

13 76. Exclusive Remedy and Jurisdiction of the Court. This Agreement shall be the sole  
 14 and exclusive remedy for any and all Released Claims. Upon entry of the Order of Final  
 15 Approval and Final Judgment, each Class Member may not initiate, assert, or prosecute any  
 16 Released Claims against any Released Party. If any Class Member who does not opt-out in  
 17 accordance with the procedures set forth in this Settlement Agreement attempts to prosecute an  
 18 action asserting a Released Claim, counsel for any affected Party shall forward this Agreement  
 19 and the Order of Final Approval and Final Judgment to such Class Member and advise the Class  
 20 Member of the releases provided under this Settlement Agreement.

21 77. This Court shall retain exclusive and continuing jurisdiction over the Consolidated  
 22 Action and all Parties and Class members to interpret and enforce this Settlement Agreement.

23 78. No provision in this Agreement shall preclude any action to enforce the terms of  
 24 this Agreement.

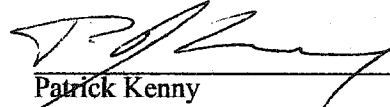
25 79. No Admission of Wrongdoing. Each Defendant denies that it violated the law  
 26 with respect to the claims asserted against it in the Action, or otherwise, and maintains that it has  
 27 meritorious defenses to each of those claims. Nonetheless, each Defendant believes that further



1 litigation would be protracted, burdensome, expensive, and distracting from its business. Thus,  
 2 each Defendant has concluded that it is desirable and beneficial to settle the Action on the terms  
 3 and conditions set forth in this Settlement.

4 **READ AND AGREED TO:**

5 DATED: January 20<sup>th</sup>, 2016

  
 Patrick Kenny

7 DATED: \_\_\_\_\_, 2016

Daniel Pipkin

9 DATED: \_\_\_\_\_, 2016

Jennifer Patrick

11 DATED: \_\_\_\_\_, 2016

Dao Phong

13 DATED: \_\_\_\_\_, 2016

Ryan McKeen

15 DATED: \_\_\_\_\_, 2016

Leron Levy

17 DATED: \_\_\_\_\_, 2016

Luke Szulczewski

19 DATED: \_\_\_\_\_, 2016

Michael Allan

21 DATED: \_\_\_\_\_, 2016

Gary Cribbs

23 DATED: \_\_\_\_\_, 2016

Shawn Grisham

25 DATED: \_\_\_\_\_, 2016

Bobby Cline

27  
 28 STIPULATION OF SETTLEMENT AND  
 RELEASE

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**READ AND AGREED TO:**

DATED: \_\_\_\_\_, 2016

\_\_\_\_\_  
Patrick Kenny

DATED: 1/19, 2016

\_\_\_\_\_  
Daniel Pipkin

DATED: \_\_\_\_\_, 2016

\_\_\_\_\_  
Jennifer Patrick

DATED: \_\_\_\_\_, 2016

\_\_\_\_\_  
Dao Phong

DATED: \_\_\_\_\_, 2016

\_\_\_\_\_  
Ryan McKeen

DATED: \_\_\_\_\_, 2016

\_\_\_\_\_  
Leron Levy

DATED: \_\_\_\_\_, 2016

\_\_\_\_\_  
Luke Szulczewski

DATED: \_\_\_\_\_, 2016

\_\_\_\_\_  
Michael Allan

DATED: \_\_\_\_\_, 2016

\_\_\_\_\_  
Gary Cribbs

DATED: \_\_\_\_\_, 2016

\_\_\_\_\_  
Shawn Grisham

DATED: \_\_\_\_\_, 2016

\_\_\_\_\_  
Bobby Cline

STIPULATION OF SETTLEMENT AND  
RELEASE

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**READ AND AGREED TO:**

DATED: \_\_\_\_\_, 2016

Patrick Kenny

DATED: \_\_\_\_\_, 2016

Daniel Pipkin

DATED: January 18, 2016

Jennifer Patvick

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Ryan McKeen

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DATED: \_\_\_\_\_, 2016

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1/22

DATED: \_\_\_\_\_, 2016

Ryan McKeen

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Luke Szulczewski

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Patrick Kenny

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Daniel Pipkin

DATED: \_\_\_\_\_, 2016

\_\_\_\_\_  
Jennifer Patrick

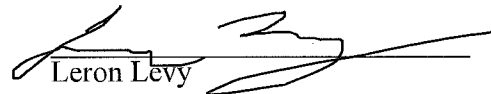
DATED: \_\_\_\_\_, 2016

\_\_\_\_\_  
Dao Phong

DATED: \_\_\_\_\_, 2016

\_\_\_\_\_  
Ryan McKeen

DATED: January 20th, 2016

  
Leron Levy

DATED: \_\_\_\_\_, 2016

\_\_\_\_\_  
Luke Szulczewski

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\_\_\_\_\_  
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Bobby Cline

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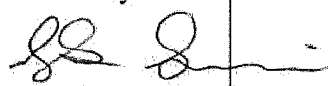
13 DATED: \_\_\_\_\_, 2016

Ryan McKeen

15 DATED: \_\_\_\_\_, 2016

Leron Levy

17 DATED: 1/18, 2016

  
 Luke Szulczewski

19 DATED: \_\_\_\_\_, 2016

Michael Allan

21 DATED: \_\_\_\_\_, 2016

Gary Cribbs

23 DATED: \_\_\_\_\_, 2016

Shawn Grisham

25 DATED: \_\_\_\_\_, 2016

Bobby Cline

28 STIPULATION OF SETTLEMENT AND  
 RELEASE

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Ryan McKeen

DATED: \_\_\_\_\_, 2016

Leron Levy

DATED: \_\_\_\_\_, 2016

Luke Szulczewski

DATED: 1/20/2016, 2016

Michael Allan

DATED: \_\_\_\_\_, 2016

Gary Cribbs

DATED: \_\_\_\_\_, 2016

Shawn Grisham

DATED: \_\_\_\_\_, 2016

Bobby Cline

STIPULATION OF SETTLEMENT AND  
RELEASE



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4 **READ AND AGREED TO:**

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 6 \_\_\_\_\_  
 Patrick Kenny

7 DATED: \_\_\_\_\_, 2016  
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 Daniel Pipkin

9 DATED: \_\_\_\_\_, 2016  
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 Jennifer Patrick

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 18 \_\_\_\_\_  
 Luke Szulczewski

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 20 \_\_\_\_\_  
 Michael Allan

21 DATED: 1/18, 2016  
 22 \_\_\_\_\_  
 Gary Crfbbs

23  
 24 DATED: \_\_\_\_\_, 2016  
 25 \_\_\_\_\_  
 Shawn Grisham

26 DATED: \_\_\_\_\_, 2016  
 27 \_\_\_\_\_  
 Bobby Cline

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Leron Levy

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Luke Szulczewski

19 DATED: \_\_\_\_\_, 2016

Michael Allan

21 DATED: \_\_\_\_\_, 2016

Gary Cribbs

23 DATED: 1/22, 2016

Shawn Grisham by  
 Shawn Grisham MAC

25 DATED: 1-21, 2016

Bobby Cline

27  
 28 STIPULATION OF SETTLEMENT AND  
 RELEASE

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Jennifer Patrick

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Dao Phong

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15 DATED: \_\_\_\_\_, 2016

Leron Levy

17 DATED: \_\_\_\_\_, 2016

Luke Szulczewski

19 DATED: \_\_\_\_\_, 2016

Michael Allan

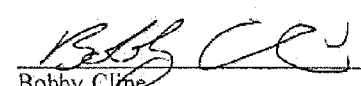
21 DATED: \_\_\_\_\_, 2016

Gary Cribbs

23 DATED: \_\_\_\_\_, 2016

Shawn Grisham

25 DATED: 1-21, 2016

  
Bobby Cline

27  
 28 STIPULATION OF SETTLEMENT AND  
 RELEASE

1	DATED: <u>January 19</u> , 2016	<u>Mark Laning</u> Mark Laning
2		
3	DATED: _____, 2016	_____ Clarissa Portales
4		
5	DATED: _____, 2016	_____ Douglas White
6		
7		
8	DATED: _____, 2016	_____ Eric Thomas
9		
10	DATED: _____, 2016	_____ Brian Sandstrom
11		
12	DATED: _____, 2016	_____ Colleen Fischer
13		
14	DATED: _____, 2016	_____ Carrier iQ, Inc.
15		
16		BY: _____
17		ITS: _____
18		
19	DATED: _____, 2016	_____ HTC America, Inc.
20		
21		BY: _____
22		ITS: _____
23	DATED: _____, 2016	_____ HTC Corporation
24		
25		BY: _____
26		ITS: _____
27	DATED: _____, 2016	_____ Huawei Device USA, Inc.

28 STIPULATION OF SETTLEMENT AND  
RELEASE

1 DATED: \_\_\_\_\_, 2016

Mark Laning

2  
3 DATED: Jan 19th, 2016

Clarissa Hernandez formerly known as Clarissa Portales  
Clarissa Portales

4  
5 DATED: \_\_\_\_\_, 2016

Douglas White

6  
7  
8 DATED: \_\_\_\_\_, 2016

Eric Thomas

9  
10 DATED: \_\_\_\_\_, 2016

Brian Sandstrom

11  
12 DATED: \_\_\_\_\_, 2016

Colleen Fischer

13  
14 DATED: \_\_\_\_\_, 2016

Carrier iQ, Inc.

15  
16 BY: \_\_\_\_\_

17 ITS: \_\_\_\_\_

18  
19 DATED: \_\_\_\_\_, 2016

HTC America, Inc.

20 BY: \_\_\_\_\_

21 ITS: \_\_\_\_\_

22  
23 DATED: \_\_\_\_\_, 2016

HTC Corporation

24 BY: \_\_\_\_\_

25 ITS: \_\_\_\_\_

26  
27 DATED: \_\_\_\_\_, 2016

Huawei Device USA, Inc.

28 STIPULATION OF SETTLEMENT AND  
RELEASE

1 DATED: \_\_\_\_\_, 2016

Mark Laning

3 DATED: \_\_\_\_\_, 2016

Clarissa Portales

5 DATED: January 20, 2016

Douglas White  
Douglas White

8 DATED: \_\_\_\_\_, 2016

Eric Thomas

10 DATED: \_\_\_\_\_, 2016

Brian Sandstrom

12 DATED: \_\_\_\_\_, 2016

Colleen Fischer

14 DATED: \_\_\_\_\_, 2016

Carrier iQ, Inc.

16 DATED: \_\_\_\_\_, 2016

BY: \_\_\_\_\_

18 DATED: \_\_\_\_\_, 2016

ITS: \_\_\_\_\_

20 DATED: \_\_\_\_\_, 2016

HTC America, Inc.

22 DATED: \_\_\_\_\_, 2016

BY: \_\_\_\_\_

24 DATED: \_\_\_\_\_, 2016

ITS: \_\_\_\_\_

26 DATED: \_\_\_\_\_, 2016

HTC Corporation

28 DATED: \_\_\_\_\_, 2016

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

29 DATED: \_\_\_\_\_, 2016

Huawei Device USA, Inc.

1 DATED: \_\_\_\_\_, 2016

Mark Laning

2

3 DATED: \_\_\_\_\_, 2016

Clarissa Portales

4

5 DATED: \_\_\_\_\_, 2016

Douglas White

6

7 DATED: Jan 18, 2016

Erie Thomas

9

10 DATED: \_\_\_\_\_, 2016

Brian Sandstrom

11

12 DATED: \_\_\_\_\_, 2016

Colleen Fischer

13

14 DATED: \_\_\_\_\_, 2016

Carrier iQ, Inc.

15

16

BY: \_\_\_\_\_

17

ITS: \_\_\_\_\_

18

19 DATED: \_\_\_\_\_, 2016

HTC America, Inc.

19

20

BY: \_\_\_\_\_

21

ITS: \_\_\_\_\_

22

23 DATED: \_\_\_\_\_, 2016

HTC Corporation

23

24

BY: \_\_\_\_\_

25

ITS: \_\_\_\_\_

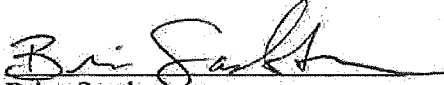
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27 DATED: \_\_\_\_\_, 2016

Huawei Device USA, Inc.

27

28 STIPULATION OF SETTLEMENT AND  
RELEASE

1	DATED: _____, 2016	_____
2		Mark Laning
3	DATED: _____, 2016	_____
4		Clarissa Portales
5	DATED: _____, 2016	_____
6		Douglas White
7		
8	DATED: _____, 2016	_____
9		Eric Thomas
10	DATED: <u>January 18<sup>th</sup></u> , 2016	
11		Brian Sandstrom
12	DATED: _____, 2016	_____
13		Colleen Fischer
14	DATED: _____, 2016	_____
15		Carrier iQ, Inc.
16		BY: _____
17		ITS: _____
18		
19	DATED: _____, 2016	_____
20		HTC America, Inc.
21		BY: _____
22		ITS: _____
23	DATED: _____, 2016	_____
24		HTC Corporation
25		BY: _____
26		ITS: _____
27	DATED: _____, 2016	_____
28		Huawei Device USA, Inc.

STIPULATION OF SETTLEMENT AND  
RELEASE



1 DATED: \_\_\_\_\_, 2016

Mark Laning

3 DATED: \_\_\_\_\_, 2016

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5 DATED: \_\_\_\_\_, 2016

Douglas White

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Eric Thomas

10 DATED: \_\_\_\_\_, 2016

Brian Sandstrom

12 DATED: Jan 20, 2016

Colleen Fischer  
Colleen Fischer

14 DATED: \_\_\_\_\_, 2016

Carrier iQ, Inc.

16 BY: \_\_\_\_\_

17 ITS: \_\_\_\_\_

19 DATED: \_\_\_\_\_, 2016

HTC America, Inc.

20 BY: \_\_\_\_\_

21 ITS: \_\_\_\_\_

23 DATED: \_\_\_\_\_, 2016

HTC Corporation

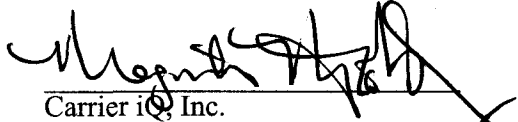
24 BY: \_\_\_\_\_

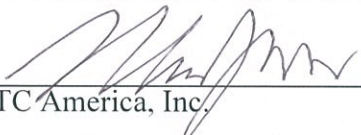
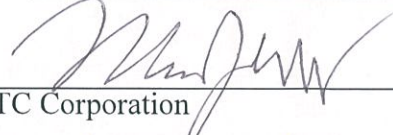
25 ITS: \_\_\_\_\_

26 DATED: \_\_\_\_\_, 2016

Huawei Device USA, Inc.

28 STIPULATION OF SETTLEMENT AND  
RELEASE

1	DATED: _____, 2016	_____
2		Mark Laning
3	DATED: _____, 2016	_____
4		Clarissa Portales
5	DATED: _____, 2016	_____
6		Douglas White
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8		Eric Thomas
9	DATED: _____, 2016	_____
10		Brian Sandstrom
11	DATED: _____, 2016	_____
12		Colleen Fischer
13	DATED: _____, 2016	_____
14		 Carrier IQ, Inc.
15	DATED: _____, 2016	BY: <u>Magnolia M. Mobley</u>
16		ITS: <u>General Counsel</u>
17	DATED: _____, 2016	_____
18		HTC America, Inc.
19	DATED: _____, 2016	BY: _____
20		ITS: _____
21	DATED: _____, 2016	_____
22		HTC Corporation
23	DATED: _____, 2016	BY: _____
24		ITS: _____
25	DATED: _____, 2016	_____
26		Huawei Device USA, Inc.
27	DATED: _____, 2016	_____
28	STIPULATION OF SETTLEMENT AND RELEASE	

1	DATED: _____, 2016	_____
2		Mark Laning
3	DATED: _____, 2016	_____
4		Clarissa Portales
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11		Brian Sandstrom
12	DATED: _____, 2016	_____
13		Colleen Fischer
14	DATED: _____, 2016	_____
15		Carrier iQ, Inc.
16		BY: _____
17		ITS: _____
18	DATED: <u>Jan. 22</u> , 2016	
19		HTC America, Inc.
20		BY: <u>Marcus Woo</u>
21		ITS: <u>Director</u>
22	DATED: <u>Jan. 22</u> , 2016	
23		HTC Corporation
24		BY: <u>Marcus Woo</u>
25		ITS: <u>VP &amp; General Counsel</u>
26		
27	DATED: _____, 2016	_____
28		Huawei Device USA, Inc.

STIPULATION OF SETTLEMENT AND  
RELEASE

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DATED: Jan 21, 2016

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

  
\_\_\_\_\_  
LG Electronics, Inc.

BY: Noel Lim

ITS: Head of Litigation Team

DATED: \_\_\_\_\_, 2016

\_\_\_\_\_  
LG Electronics MobileComm U.S.A., Inc.

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

DATED: \_\_\_\_\_, 2016

\_\_\_\_\_  
Motorola Mobility LLC

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

DATED: \_\_\_\_\_, 2016

\_\_\_\_\_  
Pantech Wireless, Inc.

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

DATED: \_\_\_\_\_, 2016

\_\_\_\_\_  
Samsung Electronics America, Inc.

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

DATED: \_\_\_\_\_, 2016

\_\_\_\_\_  
Samsung Electronics Co., Ltd.

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

STIPULATION OF SETTLEMENT AND  
RELEASE

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DATED: \_\_\_\_\_, 2016

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DATED: \_\_\_\_\_, 2016

STIPULATION OF SETTLEMENT AND  
RELEASE

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

\_\_\_\_\_  
LG Electronics, Inc.

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

Sangman Ko  
\_\_\_\_\_  
LG Electronics MobileComm U.S.A., Inc.

BY: SANGMAN KO

ITS: CFO

\_\_\_\_\_  
Motorola Mobility LLC

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

\_\_\_\_\_  
Pantech Wireless, Inc.

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

\_\_\_\_\_  
Samsung Electronics America, Inc.

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

\_\_\_\_\_  
Samsung Electronics Co., Ltd.

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

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DATED: \_\_\_\_\_, 2016

DATED: \_\_\_\_\_, 2016

DATED: January 19, 2016

DATED: \_\_\_\_\_, 2016

DATED: \_\_\_\_\_, 2016

DATED: \_\_\_\_\_, 2016

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

\_\_\_\_\_  
LG Electronics, Inc.


BY: \_\_\_\_\_

ITS: \_\_\_\_\_

\_\_\_\_\_  
LG Electronics MobileComm U.S.A., Inc.

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

  
\_\_\_\_\_  
Motorola Mobility LLC

BY: Rachel A. Adams

ITS: VP Litigation

\_\_\_\_\_  
Pantech Wireless, Inc.

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

\_\_\_\_\_  
Samsung Electronics America, Inc.

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

\_\_\_\_\_  
Samsung Electronics Co., Ltd.

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

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DATED: \_\_\_\_\_, 2016

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

LG Electronics, Inc.

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

DATED: \_\_\_\_\_, 2016

LG Electronics MobileComm U.S.A., Inc.

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

DATED: \_\_\_\_\_, 2016

Motorola Mobility LLC

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

DATED: 01/19, 2016

  
Pantech Wireless, Inc.

BY: YongJin Kim

ITS: CEO

DATED: \_\_\_\_\_, 2016

Samsung Electronics America, Inc.

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

DATED: \_\_\_\_\_, 2016

Samsung Electronics Co., Ltd.

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

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DATED: \_\_\_\_\_, 2016

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

LG Electronics, Inc.

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

DATED: \_\_\_\_\_, 2016

LG Electronics MobileComm U.S.A., Inc.

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

DATED: \_\_\_\_\_, 2016

Motorola Mobility LLC

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

DATED: \_\_\_\_\_, 2016

Pantech Wireless, Inc.

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

DATED: Jan 20, 2016

  
Samsung Electronics America, Inc.

BY: MH LYU

ITS: CFIO

DATED: \_\_\_\_\_, 2016

Samsung Electronics Co., Ltd.

BY: \_\_\_\_\_

ITS: \_\_\_\_\_



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DATED: \_\_\_\_\_, 2016

DATED: \_\_\_\_\_, 2016

DATED: \_\_\_\_\_, 2016

DATED: \_\_\_\_\_, 2016

DATED: \_\_\_\_\_, 2016

DATED: Jan 20, 2016

STIPULATION OF SETTLEMENT AND  
RELEASE

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

\_\_\_\_\_  
LG Electronics, Inc.

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

\_\_\_\_\_  
LG Electronics MobileComm U.S.A., Inc.

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

\_\_\_\_\_  
Motorola Mobility LLC

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

\_\_\_\_\_  
Pantech Wireless, Inc.

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

\_\_\_\_\_  
Samsung Electronics America, Inc.

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

  
Samsung Electronics Co., Ltd.

BY: Kyu S. Lee

ITS: Vice President

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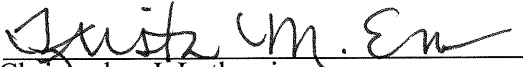
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America, Inc. and Samsung Electronics Co., Ltd.*

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LG Electronics MobileComm U.S.A., Inc.*

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*Attorneys for Defendant Motorola Mobility LLC*

867595.1

# EXHIBIT A

Please return your completed claim form

postmarked by **Deadline** to:

Carrier IQ Privacy Settlement

P.O. Box XXXX

San Rafael, CA XXXXX

Or submit your claim online by  
**Deadline** at [www.carrieriqsettlement.com](http://www.carrieriqsettlement.com).

Must Be Postmarked

No Later Than  
Month XX, 2016**CIQ**

## Claim Form

If you were an Authorized User of a Covered Mobile Device equipped with Carrier iQ software between December 1, 2007 and **Month DD, YYYY**, you may be eligible to receive a cash payment. To submit a claim, please complete the requested information below. Please read the Notice available at [www.carrieriqsettlement.com](http://www.carrieriqsettlement.com). You may also submit a claim online at [www.carrieriqsettlement.com](http://www.carrieriqsettlement.com).

### Contact Information

First Name

M.I.

Last Name

Street Address

Continuation of Street Address

City

State

Zip Code

Email Address

Area code

Telephone number (home)

Area code

Telephone number (work)

### Mobile Device Information

Wireless Provider (please fill in only one circle)

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AT&amp;T Mobility

☐

Cricket

☐

Sprint

or

☐

T-Mobile

Name of Wireless Account Holder

Device Manufacturer (please fill in only one circle)

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HTC

☐

Huawei

☐

LG

☐

Motorola

☐

Pantech

or

☐

Samsung

Device Model

Mobile Phone Number of Device Claimed

The information I have included on this Claim Form is complete and correct to the best of my knowledge. I also acknowledge that I am releasing all claims asserted against Defendants relating to this Action, or any other purported occurrence relating to or arising from the presence or operation of Carrier iQ on any Covered Mobile Device during the Class Period, as defined in the Settlement Agreement.

Signature: \_\_\_\_\_

Dated: \_\_\_\_\_



FOR CLAIMS PROCESSING ONLY	OB <input type="text"/>	CB <input type="text"/>	<input type="radio"/> DOC <input type="radio"/> LC <input type="radio"/> REV	<input type="radio"/> RED <input type="radio"/> A <input type="radio"/> B
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# EXHIBIT B



**IN RE CARRIER IQ, INC., CONSUMER PRIVACY LITIGATION  
SUGGESTED NOTICE PLAN**

<b>Print Publication</b>	<b>Imps / Circ</b>
<b>Paid Newspapers</b>	
USA Today	
<b>Magazines</b>	
People	
<b>SUBTOTAL PRINT PUBLICATION</b>	
<b>PAID ONLINE ADVERTISING</b>	
<b>Search Advertising</b>	
Text link Search Ads on Google, Yahoo/Bing	
Mgmt fee	
<b>Google Display Network - Managed Placement to Youtube.com</b>	
Banner ad units targeted through Google Display Network's managed placement on www.youtube.com. Gilardi will effort to use targeting related to mobile phone reviews and/or consumer privacy issues related to mobile phones	
<b>Banner Advertising</b>	
Display - Mobile Targeting - Mobile Targeting reaching individuals across mobile web and app	5,333,333
National (English) - Run of Network Advertising with Data Overlay Targeting Adult Cell Phone Owners 18+ yrs old	225,000,000
National (Spanish) - Run of Network Advertising with Data Overlay Targeting Adult Cell Phone Owners 18+ yrs old	12,000,000
Facebook Exchange - Targeting individuals 18+ yrs old who show interest in mobile phones and/or consumer privacy	16,000,000
<b>Total Impressions</b>	258,333,333
<b>Frequency Cap - Unique IP Addr</b>	2
<b>Total Impressions - Unique IP Addr</b>	129,166,667
<b>Twitter Promoted Tweet Campaign</b>	
Promoted Tweets delivered over 30 to 60 day period, targeting by mobile phone interest and/or consumer privacy interest (estimated to deliver approx. 3 million impressions)	
<b>SUBTOTAL ONLINE</b>	
<b>SOCIAL MEDIA OUTREACH</b>	
<b>Facebook</b>	
Develop and maintain case-specific Facebook Page with links to the case website. Staff will respond to inquiries with approved language from the parties or the court approved notice.	
<b>Twitter</b>	
Identify accounts of influencers and potential class members. Staff will draft and submit tweet language consistent with approved notice and scheduled daily dissemination with unique hashtag for tracking of tweet reach.	
<b>SUBTOTAL OUTREACH</b>	
<b>NEWSWIRE</b>	
1x Press Release through PR Newswire to USA-1 (US Nationwide PR Distribution List)	